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Attorneys for Edwards Lifesciences Corporation  
and Edwards Lifesciences LLC

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA, SOUTHERN DIVISION

Edwards Lifesciences Corporation, a Delaware  
Corporation; Edwards Lifesciences LLC, a  
Delaware Limited Liability Company,

Plaintiffs,

v.

Maximilien Launey, an Individual,  
Defendant.

Case No. 8:23-cv-00304-DOC-ADS

**STIPULATION AND PROTECTIVE  
ORDER- CONFIDENTIAL AND HIGHLY  
CONFIDENTIAL DESIGNATIONS**

Complaint Filed: February 21, 2023

**\*\*NOTE CHANGES MADE BY THE COURT\*\***

1           **IT IS HEREBY STIPULATED** by and between the Parties to *Edwards Lifesciences*  
2 *LLC et. al v. Maximilien Launey*, Plaintiffs Edwards Lifesciences LLC and Edwards Lifesciences  
3 Corp. (“Plaintiffs” or “Edwards”) and Defendant Maximilien Launey (“Defendant” or “Launey”),  
4 by and through their respective counsel of record, that to facilitate the exchange of information  
5 and documents which may be subject to confidentiality limitations on disclosure due to federal  
6 laws, state laws, and privacy rights, the Parties stipulate as follows:

7           1.       In this Stipulation and Protective Order, the words set forth below shall have the  
8 following meanings:

9                   a.       “Proceeding” means the above-entitled proceeding (specify case number).

10                  b.       “Court” means the Hon. David Carter, or any other judge to which this  
11 Proceeding may be assigned, including Court staff participating in such proceedings.

12                  c.       “Confidential” means any information in the possession of a Designating  
13 Party who believes in good faith that such information is entitled to confidential treatment under  
14 applicable law.

15                  d.       “Confidential Materials” means any Documents, Testimony or Information  
16 as defined below and designated as “Confidential” pursuant to the provisions of this Stipulation  
17 and Protective Order.

18                  e.       The term “Highly Confidential-Attorneys’ Eyes Only Materials” means  
19 any Confidential Materials that are so competitively sensitive that they could cause competitive  
20 harm to that party, or a nonparty, if disclosed to another party in this action and designated as  
21 “Highly Confidential-Attorneys’ Eyes Only” pursuant to the provisions of this Stipulation and  
22 Protective Order.

23                  f.       “Designating Person” means the Person that designates Materials as  
24 “Confidential,” or “Highly Confidential-Attorneys’ Eyes Only”. The protections of this of this  
25 Stipulation and Order may be invoked by any Person producing information or materials in this  
26 case, whether or not a party. “Person” shall include natural persons and any type of entity.

27                  g.       “Disclose” or “Disclosed” or “Disclosure” means to reveal, divulge, give,  
28 or make available Materials, or any part thereof, or any information contained therein.



1           h.       “Documents” means (i) any “Writing,” “Original,” and “Duplicate” as  
2 those terms are defined by California Evidence Code Sections 250, 255, and 260, including data,  
3 which have been produced in discovery in this Proceeding by any person, and (ii) any copies,  
4 reproductions, or summaries of all or any part of the foregoing.

5           i.       “Information” means the content of Documents or Testimony.

6           j.       “Testimony” means all depositions, declarations or other testimony taken  
7 or used in this Proceeding.

8           2.       The Designating Party shall have the right to designate as “Confidential” or  
9 “Highly Confidential-Attorneys’ Eyes Only” the pages of any Documents, Testimony or  
10 Information the Designating Party in good faith believes to contain non-public information  
11 entitled to confidential treatment under applicable law. It is the intent of the parties that  
12 information will not be designated as confidential for tactical reasons and that nothing be so  
13 designated without a good faith belief that it has been maintained in a confidential, non-public  
14 manner, and there is good cause why it should not be part of the public record of this case. Mass,  
15 indiscriminate, or routinized designations are prohibited. designations that are shown to be  
16 clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily  
17 encumber the case development process or to impose unnecessary expenses and burdens on other  
18 parties) may expose the Designating Party to sanctions.

19           2.       The entry of this Stipulation and Protective Order does not alter, waive, modify, or  
20 abridge any right, privilege or protection otherwise available to any Party with respect to the  
21 discovery of matters, including but not limited to any Party’s right to assert the attorney-client  
22 privilege, the attorney work-product doctrine, or other privileges, or any Party’s right to contest  
23 any such assertion.

24           3.       All Documents, Testimony or Materials to be designated as “Confidential” or  
25 “Highly Confidential-Attorneys’ Eyes Only” must be clearly so designated before the Document,  
26 Testimony or Materials are Disclosed or produced. The “Confidential” or “Highly Confidential-  
27 Attorneys’ Eyes Only” designation should not obscure or interfere with the legibility of the  
28 designated Materials.

1           a.       For Documents (apart from transcripts of depositions or other pretrial or  
2 trial proceedings), the Designating Party must affix the legends “Confidential” or “Highly  
3 Confidential-Attorneys’ Eyes Only” on each page of any Document containing such so  
4 designated.

5           b.       For Testimony given in depositions, the Designating Party may either:

6               i.       identify on the record, before the close of the deposition, all  
7 “Confidential” or “Highly Confidential-Attorneys’ Eyes Only” Testimony by specifying all  
8 portions of the Testimony that qualify as “Confidential” or “Highly Confidential-Attorneys’ Eyes  
9 Only”;

10              ii.       designate the entirety of the Testimony at the deposition as  
11 “Confidential” (before the deposition is concluded) with the right to identify more specific  
12 portions of the Testimony as to which protection is sought within ten (10) days following receipt  
13 of the deposition transcript. In circumstances where portions of the deposition Testimony are  
14 designated for protection, the transcript pages containing “Confidential” or “Highly Confidential-  
15 Attorneys’ Eyes Only Materials” may be separately bound by the court reporter, who must affix  
16 to the top of each page the legend “Confidential” or “Highly Confidential-Attorneys’ Eyes Only  
17 Materials” as instructed by the Designating Party.

18           c.       For Materials produced in some form other than Documents, and for any  
19 other tangible items, including, without limitation, compact discs or DVDs, the Designating Party  
20 must affix in a prominent place on the exterior of the container or containers in which the  
21 Materials or item is stored the legend “Confidential” or “Highly Confidential-Attorneys’ Eyes  
22 Only.” If only portions of the Materials or item warrant protection, the Designating Party, to the  
23 extent practicable, shall identify the “Confidential” or “Highly Confidential-Attorneys’ Eyes  
24 Only” portions.

25           4.       Upon reasonable and timely correction efforts, the inadvertent production by any  
26 of the undersigned Parties or non-Parties to the Proceedings of any Document, Testimony or  
27 Materials during discovery in this Proceeding without a “Confidential” or “Highly Confidential-  
28 Attorneys’ Eyes Only” designation shall be without prejudice to any claim that such item is



1 “Confidential” or “Highly Confidential-Attorneys’ Eyes Only” and such Party shall not be held to  
2 have waived any right by such inadvertent production. In the event any Document, Testimony or  
3 Materials subject to a “Confidential” or “Highly Confidential-Attorneys’ Eyes Only” designation  
4 is inadvertently produced without such designation, the Party that inadvertently produced the  
5 document shall give written notice of such inadvertent production within twenty (20) days of  
6 discovery of the inadvertent production, together with a further copy of the subject Document,  
7 Testimony or Materials designated as “Confidential” or “Highly Confidential-Attorneys’ Eyes  
8 Only” (the “Inadvertent Production Notice”). Upon receipt of such Inadvertent Production Notice,  
9 the Party that received the inadvertently produced Document, Testimony or Materials shall  
10 promptly destroy the inadvertently produced Document, Testimony or Materials and all copies  
11 thereof, or, at the expense of the producing Party, return such Document, Testimony or Materials  
12 in the Party’s possession, custody or control, together with all copies of such Document,  
13 Testimony or Materials to counsel for the producing Party and shall retain only the “Confidential”  
14 or “Highly Confidential-Attorneys’ Eyes Only” designated Materials. Should the receiving Party  
15 choose to destroy such inadvertently produced Document, Testimony or Materials, the receiving  
16 Party shall notify the producing Party in writing of such destruction within ten (10) days of  
17 receipt of written notice of the inadvertent production. This provision is not intended to apply to  
18 any inadvertent production of any Materials protected by attorney-client or work product  
19 privileges. In the event that this provision conflicts with any applicable law regarding waiver of  
20 confidentiality through the inadvertent production of Documents, Testimony or Materials, such  
21 law shall govern.

22 5. In the event that counsel for a Party receiving Documents, Testimony or Materials  
23 in discovery designated as “Confidential” or “Highly Confidential-Attorneys’ Eyes Only” objects  
24 to such designation with respect to any or all of such items, said counsel shall advise counsel for  
25 the Designating Party, in writing, of such objections, the specific Documents, Testimony or  
26 Materials to which each objection pertains, and the specific reasons and support for such  
27 objections (the “Designation Objections”). Counsel for the Designating Party shall have twenty  
28 (20) days from receipt of the written Designation Objections to either (a) agree in writing to de-

1 designate Documents, Testimony or Materials pursuant to any or all of the Designation  
2 Objections and/or (b) file a motion with the Court seeking to uphold any or all designations on  
3 Documents, Testimony or Materials addressed by the Designation Objections (the "Designation  
4 Motion"). However, counsel for a Party receiving Documents, Testimony or Materials in  
5 discovery designated as "Confidential" or "Highly Confidential-Attorneys' Eyes Only" objecting  
6 to such designation with respect to any or all of such items, may at the time of making the  
7 objection to such designation, shorten the time for the Designating Party to either (a) agree in  
8 writing to de-designate Documents, Testimony or Materials pursuant to any or all of the  
9 Designation Objections and/or (b) file a motion with the Court seeking to uphold any or all  
10 designations on Documents, to five (5) days should there be pending any proceeding, hearing,  
11 motion, or trial potentially impacted by the designation.. Pending a resolution of the Designation  
12 Motion by the Court, any and all existing designations on the Documents, Testimony or Materials  
13 at issue in such Motion shall remain in place. The Designating Party shall have the burden on any  
14 Designation Motion to establish the applicability of its "Confidential" or "Highly Confidential-  
15 Attorneys' Eyes Only" designation. In the event that the Designation Objections are neither  
16 timely agreed to nor timely addressed in the Designation Motion, then such Documents,  
17 Testimony or Materials shall be de-designated in accordance with the Designation Objection  
18 applicable to such material. If the Court concludes that either parties' position regarding the issues  
19 raised at such motion was clearly improper, including designation of documents or information, it  
20 may award attorneys' fees to the prevailing party.

21 6. Access to and/or Disclosure of Confidential Materials designated as "Confidential"  
22 shall be permitted only to the following persons:

- 23 a. the Court;
- 24 b. (1) attorneys of record in the Proceedings and their affiliated attorneys,  
25 paralegals, clerical and secretarial staff employed by such attorneys who are actively involved in  
26 the Proceedings and are not employees of any Party; (2) in-house counsel to the undersigned  
27 Parties and the paralegal, clerical and secretarial staff employed by such counsel, provided,  
28 however, that each non-lawyer given access to Confidential Materials shall be advised that such



1 Materials are being Disclosed pursuant to, and are subject to, the terms of this Stipulation and  
2 Protective Order and that they may not be Disclosed other than pursuant to its terms;

3 c. Defendant and those officers, directors, partners, members, employees and  
4 agents of all non-designating Parties that counsel for such Parties deems necessary to aid counsel  
5 in the prosecution and defense of this Proceeding; provided, however, that prior to the Disclosure  
6 of Confidential Materials to Defendant and any such officer, director, partner, member, employee  
7 or agent, counsel for the Party making the Disclosure shall deliver a copy of this Stipulation and  
8 Protective Order to such person, shall explain that such person is bound to follow the terms of  
9 such Order, and shall secure the signature of such person on a statement in the form attached as  
10 Exhibit A;

11 d. court reporters in this Proceeding (whether at depositions, hearings, or any  
12 other proceeding);

13 e. any deposition, trial or hearing witness in the Proceeding who previously  
14 has had access to the Confidential Materials, or who is currently or was previously an officer,  
15 director, partner, member, employee or agent of an entity that has had access to the Confidential  
16 Materials;

17 f. any deposition or non-trial hearing witness in the Proceeding who  
18 previously did not have access to the Confidential Materials; provided, however, that each such  
19 witness given access to Confidential Materials shall be advised that such Materials are being  
20 Disclosed pursuant to, and are subject to, the terms of this Stipulation and Protective Order and  
21 that they may not be Disclosed other than pursuant to its terms;

22 g. mock jury participants, provided, however, that prior to the Disclosure of  
23 Confidential Materials to any such mock jury participant, counsel for the Party making the  
24 Disclosure shall deliver a copy of this Stipulation and Protective Order to such person, shall  
25 explain that such person is bound to follow the terms of such Order, and shall secure the signature  
26 of such person on a statement in the form attached as Exhibit A.

27 h. outside experts or expert consultants consulted by the undersigned Parties  
28 or their counsel in connection with the Proceeding, whether or not retained to testify at any oral

1 hearing; provided, however, that prior to the Disclosure of Confidential Materials to any such  
2 expert or expert consultant, counsel for the Party making the Disclosure shall deliver a copy of  
3 this Stipulation and Protective Order to such person, shall explain its terms to such person, and  
4 shall secure the signature of such person on a statement in the form attached as Exhibit A. It shall  
5 be the obligation of counsel, upon learning of any breach or threatened breach of this Stipulation  
6 and Protective Order by any expert or expert consultant, to promptly notify counsel for the  
7 Designating Party of such breach or threatened breach; and

8 i. any other person that the Designating Party agrees to in writing.

9 7. Access to and/or Disclosure of Confidential Materials designated as “Highly  
10 Confidential-Attorneys Eyes Only” shall be permitted only to the following persons:

11 a. the Court;

12 b. attorneys of record in the Proceedings and their affiliated attorneys,  
13 paralegals, clerical and secretarial staff employed by such attorneys who are  
14 actively involved in the Proceedings and are not employees of any Party;

15 c. court reporters in this Proceeding (whether at depositions, hearings, or any  
16 other proceeding);

17 d. any deposition, trial or hearing witness in the Proceeding who previously  
18 has had access to the Highly Confidential-Attorneys Eyes Only Materials, or who  
19 is currently or was previously an officer, director, partner, member, employee or  
20 agent of an entity that had access to the Highly Confidential-Attorneys Eyes Only  
21 Materials;

22 e. mock jury participants, provided, however, that prior to the Disclosure of  
23 Highly Confidential-Attorneys Eyes Only Materials to any such mock jury  
24 participant, counsel for the Party making the Disclosure shall deliver a copy of this  
25 Stipulation and Protective Order to such person, shall explain that such person is  
26 bound to follow the terms of such Order, and shall secure the signature of such  
27 person on a statement in the form attached as Exhibit A.  
28



1 f. outside experts or expert consultants consulted by the undersigned Parties  
2 or their counsel in connection with the Proceeding, whether or not retained to  
3 testify at any oral hearing; provided, however, that prior to the Disclosure of  
4 Highly Confidential-Attorneys Eyes Only Materials to any such expert or expert  
5 consultant, counsel for the Party making the Disclosure shall deliver a copy of this  
6 Stipulation and Protective Order to such person, shall explain its terms to such  
7 person, and shall secure the signature of such person on a statement in the form  
8 attached as Exhibit A. It shall be the obligation of counsel, upon learning of any  
9 breach or threatened breach of this Stipulation and Protective Order by any such  
10 expert or expert consultant, to promptly notify counsel for the Designating Party of  
11 such breach or threatened breach; and  
12 g. any other person that the Designating Party agrees to in writing.

13 8. Notwithstanding any other provisions in this Protective Order, Confidential  
14 Materials designated as "Highly Confidential-Attorneys Eyes Only" shall only be accessed by or  
15 Disclosed to Defendant in his counsel's office, and Defendant shall agree in writing not to take  
16 any copies or photos of Confidential Materials designated as "Highly Confidential-Attorneys  
17 Eyes Only" out of his counsel's office, remove such documents out of his counsel's office or  
18 otherwise have access to them, except as provided for in Paragraph 9.

19 9. "Confidential Materials" or "Highly Confidential-Attorneys' Eyes Only Materials"  
20 shall be used by the persons receiving them only for the purposes of preparing for, conducting,  
21 participating in the conduct of, and/or prosecuting and/or defending the Proceeding, and not for  
22 any business or other purpose whatsoever.

23 10. Any Party to the Proceeding (or other person subject to the terms of this  
24 Stipulation and Protective Order) may ask the Court, after appropriate notice to the other Parties  
25 to the Proceeding, to modify or grant relief from any provision of this Stipulation and Protective  
26 Order.

27 11. Entering into, agreeing to, and/or complying with the terms of this Stipulation and  
28 Protective Order shall not:

1           a.       operate as an admission by any person that any particular Document,  
2       Testimony or Materials marked “Confidential” or “Highly Confidential-Attorneys’ Eyes Only”  
3       contains or reflects trade secrets, proprietary, confidential or competitively sensitive business,  
4       commercial, financial or personal information; or

5           b.       prejudice in any way the right of any Party (or any other person subject to  
6       the terms of this Stipulation and Protective Order):

7           i.       to seek a determination by the Court of whether any particular  
8               Confidential Material should be subject to protection as “Confidential” or  
9               “Highly Confidential-Attorneys’ Eyes Only” under the terms of this  
10              Stipulation and Protective Order; or to seek relief from the Court on  
11              appropriate notice to all other Parties to the Proceeding from any  
12              provision(s) of this Stipulation and Protective Order, either generally or  
13              as to any particular Document, Material or Information. Nothing in this  
14              Order abridges the right of any Person to seek its modification by the  
15              Court in the future.

16       12.       Any Party to the Proceeding who has not executed this Stipulation and Protective  
17       Order before it is presented to the Court for signature may thereafter become a Party to this  
18       Stipulation and Protective Order by its counsel’s signing and dating a copy thereof and filing the  
19       same with the Court, and serving copies of such signed and dated copy upon the other Parties to  
20       this Stipulation and Protective Order.

21       13.       Any Materials that may be produced by a non-Party witness in discovery in the  
22       Proceeding pursuant to subpoena or otherwise may be designated by such non-Party as  
23       “Confidential” or “Highly Confidential-Attorneys’ Eyes Only” under the terms of this Stipulation  
24       and Protective Order, and any such designation by a non-Party shall have the same force and  
25       effect, and create the same duties and obligations, as if made by one of the undersigned Parties  
26       hereto. Any such designation shall also function as a consent by such producing Party to the  
27       authority of the Court in the Proceeding to resolve and conclusively determine any motion or  
28       other application made by any person or Party with respect to such designation, or any other  
     matter otherwise arising under this Stipulation and Protective Order.



1           14. If any person subject to this Stipulation and Protective Order who has custody of  
2 any Confidential or Highly Confidential-Attorneys Eyes Only Materials receives a subpoena or  
3 other process ("Subpoena") from any government or other person or entity demanding production  
4 of Confidential Materials or Highly Confidential-Attorneys' Eyes Only Materials, the recipient of  
5 the Subpoena shall promptly give notice of the same by electronic mail transmission, followed by  
6 either express mail or overnight delivery to counsel of record for the Designating Party, and shall  
7 furnish such counsel with a copy of the Subpoena. Upon receipt of this notice, the Designating  
8 Party may, in its sole discretion and at its own cost, move to quash or limit the Subpoena,  
9 otherwise oppose production of the Confidential or Highly Confidential-Attorneys Eyes Only  
10 Materials, and/or seek to obtain confidential treatment of such Confidential or Highly  
11 Confidential-Attorneys' Eyes Only Materials from the subpoenaing person or entity to the fullest  
12 extent available under law. The recipient of the Subpoena may not produce any Documents,  
13 Testimony or Materials pursuant to the Subpoena prior to the date specified for production on the  
14 Subpoena.

15           15. Nothing in this Stipulation and Protective Order shall be construed to preclude  
16 either Party from asserting in good faith that certain Confidential Materials or Highly  
17 Confidential-Attorneys' Eyes Only Materials require additional protection. The Parties shall meet  
18 and confer to agree upon the terms of such additional protection.

19           16. If, after execution of this Stipulation and Protective Order, any Confidential  
20 Materials or Highly Confidential-Attorneys' Eyes Only Materials submitted by a Designating  
21 Party under the terms of this Stipulation and Protective Order are Disclosed by a non-Designating  
22 Party to any person other than in the manner authorized by this Stipulation and Protective Order,  
23 the non-Designating Party responsible for the Disclosure shall:

- 24           a. Procure and confirm the return and/or destruction of the Materials; and  
25           b. Notify in writing counsel for the Designating Party whose Confidential  
26           Materials or Highly Confidential-Attorneys Eyes Only Materials have thus  
27           been Disclosed of all relevant information concerning the nature and  
28           circumstances of such disclosure. Counsel's obligations related to this

1 paragraph are limited to Counsel's employees and others working with  
2 Counsel. Nothing contained herein shall be deemed a requirement that  
3 Defendant waive any Fifth Amendment rights that he might have.

4 17. Where any Confidential Materials or Highly Confidential-Attorneys' Eyes Only  
5 Materials or Information derived from Confidential Materials or Highly Confidential-Attorneys'  
6 Eyes Only Materials, are included in any motion or other proceeding governed by Local Rules  
7 79-5.2.2, the party shall follow those rules. With respect to discovery motions or other  
8 proceedings not governed by Local Rules 79-5.2.2, the following shall apply: If Confidential  
9 Materials or Information derived from Confidential Materials or Highly Confidential-Attorneys'  
10 Eyes Only Materials are submitted to or otherwise disclosed to the Court in connection with  
11 discovery motions and proceedings, the same shall be separately filed under seal with the clerk of  
12 the Court in an envelope marked: "CONFIDENTIAL – FILED UNDER SEAL PURSUANT TO  
13 ORDER OF THE COURT DATED \_\_\_\_\_."

14 18. The Parties shall meet and confer regarding the procedures for use of Confidential  
15 Materials or Highly Confidential-Attorneys' Eyes Only Materials at trial and shall move the  
16 Court for entry of an appropriate order. Any Documents shown to a jury or other trier of fact must  
17 be shown without any designations on them.

18 19. Nothing in this Stipulation and Protective Order shall affect the admissibility into  
19 evidence of Confidential Materials or Highly Confidential-Attorneys' Eyes Only Materials, or  
20 abridge the rights of any person to seek judicial review or to pursue other appropriate judicial  
21 action with respect to any ruling made by the Court concerning the issue of the status of Protected  
22 Material.

23 20. This Stipulation and Protective Order shall continue to be binding after the  
24 conclusion of this Proceeding and all subsequent proceedings arising from this Proceeding, except  
25 that a Party may seek the written permission of the Designating Party or may move the Court for  
26 relief from the provisions of this Stipulation and Protective Order. ~~To the extent permitted by law,~~  
27 ~~the Court shall retain jurisdiction to enforce, modify, or reconsider this Stipulation and Protective~~  
28 ~~Order, even after the Proceeding is terminated.~~



1           21.     Upon written request made within thirty (30) days after the settlement or other  
2 termination of the Proceeding, the undersigned Parties shall have thirty (30) days to either (a)  
3 promptly return to counsel for each Designating Party all Confidential Materials or Highly  
4 Confidential-Attorneys' Eyes Only Materials and all copies thereof (except that counsel for each  
5 Party may maintain in its files, in continuing compliance with the terms of this Stipulation and  
6 Protective Order, all work product, and one copy of each pleading filed with the Court [and one  
7 copy of each deposition together with the exhibits marked at the deposition]\*), (b) agree with  
8 counsel for the Designating Party upon appropriate methods and certification of destruction or  
9 other disposition of such Confidential Materials or Highly Confidential-Attorneys' Eyes Only  
10 Materials, or (c) as to any Documents, Testimony or other Information not addressed by sub-  
11 paragraphs (a) and (b), file a motion seeking a Court order regarding proper preservation of such  
12 Materials. To the extent permitted by law the Court shall retain continuing jurisdiction to review  
13 and rule upon the motion referred to in sub-paragraph (c) herein. \*[The bracketed portion of this  
14 provision shall be subject to agreement between counsel for the Parties in each case.]

15           22.     After this Stipulation and Protective Order has been signed by counsel for all  
16 Parties, it shall be presented to the Court for entry. Counsel agree to be bound by the terms set  
17 forth herein with regard to any Confidential Materials or Highly Confidential-Attorneys' Eyes  
18 Only Materials that have been produced before the Court signs this Stipulation and Protective  
19 Order.

20           23.     The Parties and all signatories to the Certification attached as Exhibit A agree to  
21 be bound by this Stipulation and Protective Order pending its approval and entry by the Court. In  
22 the event that the Court modifies this Stipulation and Protective Order, or in the event that the  
23 Court enters a different Protective Order, the Parties agree to be bound by this Stipulation and  
24 Protective Order until such time as the Court may enter such a different Order. It is the Parties'  
25 intent to be bound by the terms of this Stipulation and Protective Order pending its entry so as to  
26 allow for immediate production of Confidential Materials or Highly Confidential-Attorneys' Eyes  
27 Only Materials under the terms herein.

1           24. Nothing contained herein shall permit either party to proffer into evidence any  
2 Document containing a Confidential or Highly Confidential-Attorney's Eyes Only designation as  
3 provided for in this Protective Order.  
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11           This Stipulation and Protective Order may be executed in counterparts.

12  
13 Dated: 3-17-, 2023

**Roberts Elliot Law Corp.**

14  
15 By: 

16 James Roberts  
17 Attorney for Defendant Maximilien Launey

18 Dated: 3-17-, 2023

**Sheppard Mullin Richter & Hampton LLP**

19 By: 

20 Charles Kreindler  
21 Attorney for Plaintiffs Edwards Lifesciences  
22 LLC, Edwards Lifesciences Corp.  
23  
24  
25

26 **ORDER**

27 **GOOD CAUSE APPEARING**, the Court hereby approves this Stipulation and  
28 Protective Order.



Dated: March 20, 2022

/s/ Autumn D. Spaeth  
The Hon. Autumn D. Spaeth  
U.S. MAGISTRATE JUDGE

**EXHIBIT A****CERTIFICATION RE CONFIDENTIAL DISCOVERY MATERIALS**

I hereby acknowledge that I, \_\_\_\_\_ [NAME],  
 \_\_\_\_\_ [POSITION AND EMPLOYER], am about to receive  
 Confidential Materials or Highly Confidential-Attorneys' Eyes Only Materials supplied in  
 connection with the Proceeding, *Edwards Lifesciences LLC et. al v. Maximilien Launey*, Case No.  
 8:23-cv-00304-DOC-ADS, I certify that I understand that the Confidential Materials or Highly  
 Confidential-Attorneys' Eyes Only Materials are provided to me subject to the terms and  
 restrictions of the Stipulation and Protective Order filed in this Proceeding. I have been given a  
 copy of the Stipulation and Protective Order; I have read it, and I agree to be bound by its terms.

I understand that Confidential Materials Highly Confidential-Attorneys' Eyes Only  
 Materials as defined in the Stipulation and Protective Order, including any notes or other records  
 that may be made regarding any such materials, shall not be Disclosed to anyone except as  
 expressly permitted by the Stipulation and Protective Order. I will not copy or use, except solely  
 for the purposes of this Proceeding, any Confidential Materials or Highly Confidential-Attorneys'  
 Eyes Only Materials obtained pursuant to this Protective Order, except as provided therein or  
 otherwise ordered by the Court in the Proceeding.

I further understand that I am to retain all copies of all Confidential Materials or Highly  
 Confidential-Attorneys' Eyes Only Materials provided to me in the Proceeding in a secure  
 manner, and that all copies of such Materials are to remain in my personal custody until  
 termination of my participation in this Proceeding, whereupon the copies of such Materials will  
 be returned to counsel who provided me with such Materials.

I declare under penalty of perjury, under the laws of the State of California, that the  
 foregoing is true and correct. Executed this \_\_\_ day of \_\_\_\_\_, 2023, at \_\_\_\_\_.



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Signature

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